

I am writing in response to the Federal Communications Commission's (the Commission) Request for Comment published in the Federal Register on March 18, 2009. I represent Barclays Bank Delaware, a subsidiary of Barclays PLC, located in Wilmington, Delaware. Barclays Bank Delaware is primarily engaged in the issuance of both consumer and business co-branded credit cards. Barclays Bank Delaware currently has \$10.7 billion in outstanding credit card loans. In servicing these accounts we make frequent use of auto-dialers to contact delinquent customers in order to secure payment and notify our customers about activity on their accounts.

Barclays Bank Delaware commends the Commission's foresight in writing into its Final Rule the provision that a consumer may grant a debt holder "prior express consent" to contact a consumer at a telephone number assigned to a cellular telephone. Today many consumers prefer to communicate through cellular telephones, and increasing numbers of consumers are eliminating their landline services completely. The Commission's Rule provides appropriate flexibility to both consumers and debt holders.

We find the interpretation of the Commission's ruling proposed by Paul D. S. Edwards problematic in both the way it interprets consumer's intentions, and the way it makes compliance with the Commission's ruling burdensome and practically impossible for debt holders to comply. Edwards contends that when a creditor is initially provided with a "landline" telephone number, and subsequently that "landline" number is ported to a cellular telephone, the "prior express consent" the consumer granted is extinguished.

Mr. Edwards has misread the intentions of many consumers. When a consumer ports his or her telephone number from a "landline" to a cellular telephone, in most cases, the intention is to provide added convenience, and in a growing number of cases, save money on overall telephone expenses. The specific action of porting a telephone number is almost never contemplated to discontinue calls that were previously received on the former "landline". There are other effective methods provided by the TCPA to eliminate unwanted calls. Mr. Edwards also wrongly assumes that consumers universally do not want to receive calls

from a debt holder. On the contrary, there are many instances where a consumer forgets to make a payment, misplaces a billing statement, or fails to receive a billing statement through the mail. In these instances, we have found consumers appreciate a friendly reminder delivered at the telephone number they designated when they applied for the credit account. Consumers also want to be notified immediately of suspicious activity on their accounts.

In addition, to possibly thwarting the desire of consumers, the scenario of eliminating "prior express consent" envisioned by Mr. Edwards is difficult to comply with. There is no way for debt holders to know when a telephone number has been ported. There are several services that, for a fee, will indicate whether a telephone number is presently a cellular telephone number, but these services do not indicate whether a cellular telephone number has always been a cellular phone number, nor do they indicate when that number may have been ported in the past. In order to comply, Barclays Bank Delaware would have to eliminate all cellular telephone numbers from our auto dialer, since we would not know which numbers have had a "prior express consent" nullified through porting the telephone number as Mr. Edwards proposes. This would be extremely costly to Barclays Bank Delaware in our efforts to collect debts owed to us. We would also be forced to bear the cost of a subscription to services to identify cellular telephone numbers. As expressed in the paragraph above, the elimination of all cellular telephone numbers, not just ported cellular telephone numbers, would be contrary to the wishes of some consumers.

Barclays Bank Delaware also notes that the problem that the TCPA and the Commission's ruling are trying to eliminate, namely, consumers incurring higher per minute charges on their cellular telephones, is rapidly being eliminated by current billing practices of cellular telephone providers. Consumers are increasingly buying blocks of minutes for a fixed monthly rate to cover their normal cellular telephone usage. In increasing numbers of instances, additional calls from a debt holder to the cellular telephone will not cost consumers additional funds. In addition, if the consumer is incurring additional charges because of collection calls from a debt holder, they can stop calls using the "cease and desist" provisions in the Federal Fair Debt Collection Practices Act and various state fair debt collection practices acts.

For the reasons enumerated above Barclays Bank Delaware urges the Commission to consider "prior express consent" to remain with a telephone number, regardless of its status, until that consent is expressly revoked by the consumer through use of a "cease and desist" request. Thank you for your consideration.

Sincerely,

Scot S. Stetka
Director of Compliance
Barclays Bank Delaware

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